
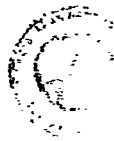


Reference No. : JT/SPLT/01/X/05

1. Place and date Jakarta, 24 October 2005		UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89"		
2. Owners/Place of business (full style, address and telex/Telefax no.) (Cl. 1(a)) PT. JAWA TIRTAMARIN Astrum Mulla Building, 3rd Floor, Suite 305 Jln. H.R. Rasuna Said Kav. B10-11 Jakarta 12810 Phone : 62-21-262 0590 Fax : 62-21-262 0683 Attention : Mr. David James Mills (Regional Manager Asia Pacific)		3. Charterers/Place of business (full style, address and telex/Telefax no.) (Cl. 1(a)) TAC - PERTAMINA PT. PERTALAHAN ARNEBATARA NATUNA Jln. Juang Bonjol No. 61 Jakarta 10310, Indonesia Phone : 62-21-3983 4125 / 3983 4126 Fax : 62-21-3983 4126		
4. Vessel's name (Cl. 1(a)) AWB. SARKU SAMUDERA		5. Date of delivery (Cl. 2(a)) Singapore, 25 October 2005	6. Cancelling date (Cl. 2(a) and (c)) 25 October 2005	
7. Port or place of delivery (Cl. 2(a)) Singapore, to be mutually agreed between Charterer and Owner		8. Port or place of redelivery/notice of redelivery (Cl. 2(a)) (i) Port or place of redelivery Owners Nominated Yard, Singapore (ii) Number of days' notice of redelivery Four (4) days		
9. Period of hire (Cl. 1(a)) Firm Two (2) months with daily extension to be mutually agreed		10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension Option to extend on weekly basis with mutual consent to a maximum of 30 days (ii) Advance notice for declaration of option (days) Seven (7) days		
11. Automatic extension period to complete voyage or well (Cl. 1(a)) (i) Voyage or well (state which) Voyage (ii) Maximum extension period (state number of days) To be mutually agreed		12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i)) (i) Lump sum USD 23,000.00 (ii) When due Upon signing of the contract		
13. Port or place of mobilisation (Cl. 2(b)(i)) Singapore, to be mutually agreed between Charterer and Owner		14. Early termination of charter (state amount of hire payable) (Cl. 26(a)) Amount equivalent to firm charter period or balance of charter hire		
15. Area of operation (Cl. 5(a)) West Natuna Area, Batam, and Singapore		16. Number of days' notice of early termination (Cl. 26(a)) Fourteen (14) days	17. Demobilisation charge (lump sum) (Cl. 2(a) and Cl. 26(a)) USD 23,000.00	
18. Employment of vessel restricted to (state nature of service) (Cl. 5(a)) To be utilized as drilling support and / or accommodation support barge, within the natural capability of the vessel				



(continued)

"SUPPLYTIME 89" Uniform Time charter Party for Offshore Service Vessels

PART I

19. Charter hire (state rate and currency) (Cl. 10(a) and (d)) Daily Charter: US\$ 18,800.00 (United States Dollars Eighteen Thousand and Six Hundred) per day The above rates are excluding fuel, lube, water, local licenses / operating permits, taxes, domestic shipping license, VAT, Charterer's liability insurance, modifications, vessel clearance, catering telephone satellite charges, agency fees, pilotage, assist tugs & port disbursement.		20. Extension hire (if agreed, state rate) (Cl. 10(b)) Same as box 19	
21. Invoicing for hire and other payments (Cl. 10(d)) (i) state whether to be issued in advance or arrears Please refer to additional clause no. 44 (ii) state to whom to be issued if addressee other than stated in Box 2 Not Applicable (iii) state to whom to be issued if addressee other than stated in Box 3 Not Applicable		22. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 10(e)) STANDARD CHARTERED BANK Wisma Standard Chartered Bank Jln. Jenderal Sudirman Kav. 33 Jakarta 16226 - Indonesia Beneficiary Name : PT. Jawa Tirtamarin Account No. : 30601894074	
23. Payment of hire, bunker invoices and disbursements for Charterer's account (state maximum number of days) (Cl. 10(f)) Please refer to additional clause no. 44		24. Interest rate payable (Cl. 10(g)) Not Applicable	25. Maximum audit period (Cl. 10(h)) Twelve (12) months
26. Meals (state rate agreed) (Cl. 6(c)(i)) Meal : US\$ 24.00/man/day Casual Meal : US\$ 8.00 / meal (for the personnel of the charterer only)	27. Accommodation (state rate agreed) (Cl. 6(c)(ii)) Included in Box 26		
28. Mutual Waiver of Resource (optional, state whether applicable) (Cl. 12(f)) Applicable		29. Sublet (state amount of daily increment to charter hire) (Cl. 17(b)) Under conditions of clause 17 of part II	
30. War (state name of countries) (Cl. 19(e)) Countries in which the vessel is operating		31. General average (place of settlement - only to filled in if other than London) (Cl. 21) Singapore	
32. Breakdown (state period) (Cl. 26(b)(v)) Twenty Four (24) hours, responsibility of Owner shall be to endeavor to repair only and the rent shall not be paid by Charterers		33. Law and arbitration (state Cl. 31(a) or 31(b) or 31 (c), as agreed; if Cl. 31(c) agreed also state place of arbitration) (Cl. 31) Singapore	
34. Numbers of additional clauses covering special provisions, if agreed Refer to Amendment (seven clauses) - Clause 37-44		35. Names and addresses for notices and other communications required to be given by the Charterers (Cl. 28) PT. JAWA TIRTAMARIN Atrium Mulla Building, 3rd Floor, Suite 306 Jln. H.R. Rasuna Said Kav. B10-11 Jakarta 12910 Phone : 62-21-252 0686 Fax : 62-21-282 0683 Attention : Mr. David James Mills (Regional Manager Asia Pacific)	
36. Names and addresses for notices and other communications required to be given by the Owners (Cl. 29) TAC - PERTAMINA PT. PERTALAHAN ARNEBATARA NATUNA Jln. Imam Bonjol No. 61 Jakarta 16310, Indonesia Phone : 62-21-3983 4125 / 3983 4126 Fax : 62-21-3983 4126		37. It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting PART I, including additional clauses if any agreed and stated in Box 32, and PART II as well as ANNEX "A" and ANNEX "B" as attached to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is attached and shall only apply if expressly agreed and stated in box 28.	

Signature (Owners)

PT. Jawa Tirtamarin

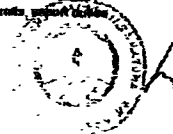
David James Mills
Regional Manager Asia Pacific

Signature (Charterers)

TAC - PERTAMINA
PT. PERTALAHAN ARNEBATARA NATUNA

PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

1. **Period**
 (a) The Owners shall in Box 2 let and the Charterers shall in Box 3 hire the Vessel named in Box 4 as specified in ANNEX "A" (hereinafter referred to as "the Vessel") for the period as stated in Box 5 from the time the Vessel is delivered to the Charterers.
 (b) Subject to Clause 10(b), the Charterers have the option to extend the Charter Period in the following circumstances for the period stated in Box 10(b), but such an option must be exercised in accordance with Box 10(b).
 (c) The Charter Period shall automatically be extended for the time required to complete the voyage or work (whichever is stated in Box 1 (a)) in progress, such time not to exceed the period stated in Box 11(a).
2. **Delivery and Redelivery**
 (a) Delivery - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean bills of lading at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely be stowed afloat.
 (b) Redelivery - (i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of reimbursement change on completion of the Owners going delivery at the port or place stated in Box 7. The reimbursement change shall not be affected by any change in the port or place of redelivery from that stated in Box 13.
 (ii) Should the Charterers agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers on route to the port of delivery or from the port of redelivery, then all terms and conditions of the Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on delivery or completion of the service as the case may be, the Vessel and/or goods lost or put lost.
 (c) Cancellation - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 8, the Charterers shall be deemed to cancel the Charter Party. However, if despite the exercise of the cancelling date by the Owners, the Owners will not deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5, and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling the Charter Party. If the Charterers do not give such notice then the latter date specified in the Charterers' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, if that cancellation does result in another party shall be liable to the Charterers for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.
 (d) Redelivery - The Vessel shall be redelivered on the expiration or earlier termination of the Charter Party free of cargo and with clean bills of lading at the port or place as stated in Box 13 or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(b).
 (e) Demurrage - The Charterers shall pay a lump sum without discount in the amount as stated in Box 16 by way of demurrage charge which amount shall be paid on the expiration or on earlier termination of the Charter Party.
3. **Condition of Vessel**
 (a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A" attached hereto and undertake to so maintain the Vessel during the period of service under this Charter Party.
 (b) The Charterers shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong, in good order and condition and, without prejudice to the generality of the foregoing, in every way fit to operate effectively at all times for the services as stated in Clause 5.
4. **Survey**
 The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and reporting in writing the condition of the Vessel, any other loading and lashing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the fees and expenses of such surveys.
5. **Employment and Area of Operation**
 (a) The Vessel shall be employed to perform services which are listed in accordance with the list of the Vessel's flag and/or registration and at the place of operations. Such services shall be specified in the charterparty as stated in Box 10, and the voyage between day grid and sea port or place and any place or places and the Vessel can safely be stowed afloat within the Area of Operation as stated in Box 17 which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the time and in accordance with such other terms as appropriate to be agreed, provided always that the Charterers do not operate the Vessel at any such port or place or offshore area but shall exercise due diligence in seeing that orders to the vessel as if the Vessel were their own property and having regard to the capabilities and the nature of the employment. Unless otherwise agreed, the Vessel shall not be employed as a dredge platform.
 (b) Relevant permission and licenses from appropriate authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, at every way possible to secure such permission and licenses.
 (c) The Vessel's Space - The whole deck and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal receiving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry as far as space is available and for their purposes in connection with their operations.
 (d) Persons other than crew members, other than fire fighting, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and regulations for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation.
6. **Master and Crew**
 (a) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within his capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligation of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.
 (b) The Master shall sign cargo documents as and in the form presented the same, however, not to the effect of Lading, but receipts which shall be non-negotiable documents and shall be treated as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents acting, under the direction of the Charterers, in the cargo documents or other documents in connection with the Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.
 (c) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, tank, valves and pressure hoses when placed on board the Vessel in port as well as alongside the offshore units, will operate the machinery onboard the Vessel for loading and unloading cargoes, and will hoist and unhoist cargo onboard the Vessel when loading or discharging alongside offshore units if the port regulations or the weather and/or labour conditions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.
 (d) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.
 (e) The entire operation, management, and maintenance of the vessel shall be in the exclusive control and command of the Owners, their Agents, Officers and Crew. The Vessel will be operated and the services rendered will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to operate the vessel if the Vessel may be safely undertaken, in the performance of the Charter Party, the Owners are deemed to be in independent contractor, the Charterers being concerned only with the results of the services performed.
7. **Owners to Provide**
 (a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew, all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A", also, except as otherwise provided in this Charter Party, for all insurance on the Vessel at all times and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine room stores, clothing required for ordinary ship's personnel working alongside in harbour, and all subsistence expenses and demurrage certificates. The Owners' obligations under this Clause extend to cover all liabilities or charges charges applicable to the Master, Officers and Crew, Customs or Import duties payable at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other supplies on board the vessel the Charterers are to provide and/or pay for and the Charterers shall remain in the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.
 (b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment, specified in Section 5 (b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or otherwise defective, other than as a result of the Charterers' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.
8. **Charterers to Provide**
 (a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, port charges, water, expenses, bunking fees and transport, board, port charges, storage and baggage and canal clearance (whether compulsory or not), search fees (whether incurred in connection with the Owners' business), light dues, log maintenance, canal, dock, harbour, moorage and other dues and charges, agencies and commissions incurred on the Charterers' business and for security or other equipment, cost of quarantine if occasioned by the nature of the cargo carried or the port visited whilst employed under this Charter Party but not otherwise.
 (b) As off hire the Charterers shall provide and pay for the loading and unloading of cargoes so far as is done by the Vessel's crew, dunnage of cargo tanks, all necessary dunnage, twines and stowing equipment for securing deck cargo, all dunnage except as to be provided by the Owners, all ropes, dunnage and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, least gas required for the protection of cargo, and electrodes used for offshore work, and shall reimburse the Charterers for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc., used for offshore work, all loose connections and appliances, and better shall roll oxygen/acetylene bottles used for offshore work.
 (c) The Charterers shall pay for Customs duties, all penalties, import duties



PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels		
(including costs involved in establishing temporary or permanent repatriation bonds), and clearance expenses, both for the vessel and/or equipment, required for or arising out of this Charter Party	204	205
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PART II "SUPPLYTIME 99" Uniform Time Charter Party for Offshore Service Vessels

13. Pollution	411	Owners, the Charterers shall at their own expense take all reasonable steps to	511
(a) Except as otherwise provided for in Clause 15(c)(ii), the Owners shall be	412	ensure that within a reasonable time the Vessel is released and at their own	512
liable for, and agree to indemnify, defend and hold harmless the Charterers	413	expense put up bar to secure release of the vessel	513
against all claims, costs, expenses, actions, proceedings, suits, demands	414		
and liabilities whatsoever arising out of actual or potential pollution damage	415		
and the cost of cleanup or control thereof arising from acts or omissions of	416		
the Owners or their personnel which cause any such pollution after	417		
discharge, spills or leaks			
from the Vessel, except as may otherwise be agreed in writing with the Owners,	418		
(b) The Charterers shall be liable for and agree to indemnify, defend and hold	419		
harmless the Owners from all claims, costs, expenses, actions, proceedings,	420		
suits, demands, liabilities, loss or damage whatsoever arising out of or	421		
resulting from any other actual or potential pollution damage, from vessels	422		
caused wholly or partly by the act, neglect or default of the Owners, their	423		
employees, contractors or sub-contractors or by the unseaworthiness of the	424		
Vessel	425		
14. Insurance	426		
(a) The Owners shall procure and maintain in effect for the duration of this	427		
Charter Party, with reputable insurers, the insurance set forth in Annex "B"	428		
Policy terms shall not be less than those indicated. Reasonable deductibles are	429		
acceptable and shall be for the account of the Owners	430		
(b) The Charterers shall upon request be named as co-insured. The Owners	431		
shall upon request name, jointly to the Charterers, their interests against the	432		
Charterers (as co-insureds) in Clause 15(c)(ii). Co-insurance under	433		
writers of subrogation shall be given only insofar as these relate to liabilities	434		
which are properly the responsibility of the Owners under the terms of the	435		
Charter Party	436		
(c) Five days prior to delivery, (d) The Owners shall upon request furnish the	437		
Charterers with certificates of			
insurance which provide sufficient information to verify that the Owners have	438		
complied with the insurance requirements of this Charter Party	439		
(e) If the Owners fail to comply with the above-mentioned requirements, the	440		
Charterers may, without prejudice to any other rights or remedies under this	441		
Charter Party, purchase similar coverage and deduct the cost thereof from	442		
any payment due to the Owners under this Charter Party.	443		
15. Saving of Life and Salvage	444		
(a) The Vessel shall be permitted to deviate for the purpose of saving life at	445		
sea without prior approval or notice to the Charterers and without loss of	446		
time provided however that notice of such deviation is given as soon as	447		
possible.	448		
(b) Subject to the Charterers' consent, which shall not be unreasonably	449		
withheld, the Vessel shall be at liberty to undertake attempts at salvage, it	450		
being understood that the Vessel shall be off hire from the time she leaves	451		
port or commences to deviate and she shall remain off-hire until she is again	452		
in every way ready to resume the Charterers' service at a position which is not	453		
less favourable to the Charterers than the position at the time of leaving port	454		
or deviating for the salvage services.	455		
All salvage claims earned by the Vessel shall be divided equally between the	456		
Owners and the Charterers, after deducting the Master's, Officers' and Crew's	457		
share, legal expenses, value of fuel and lubricants consumed, loss of the	458		
Vessel lost by the Owners during the salvage, repairs to damage sustained, if	459		
any, and any other extraordinary loss or expense sustained as a result of the	460		
salvage.	461		
The Charterers shall be bound by all measures taken by the Owners in order	462		
to secure payment of salvage and to fix its amount.	463		
(c) The Owners shall waive their right to claim any award for salvage	464		
performed on property owned by or contracted to the Charterers, always	465		
provided such property is the object of the operation the Vessel was	466		
chartered for, and the Vessel shall remain on hire when rendering salvage	467		
services to such property. This waiver is without prejudice to any right the	468		
Vessel's Master, Officers and Crew may have under any law.	469		
If the Owners render assistance to such property in distress on the basis of	470		
"no claim for salvage", they, notwithstanding any other provisions contained	471		
in this Charter Party and even in the event of neglect or default of the Owners,	472		
Master, Officers or Crew	473		
(d) The Charterers shall be responsible for and shall indemnify the Owner	474		
against payments made, under any legal rights, to the Master, Officers	475		
and Crew in relation to such assistance.	476		
(e) The Charterers shall be responsible for and shall reimburse the Owners	477		
for any loss or damage sustained by the Vessel or her equipment by	478		
reason of giving such assistance and shall also pay the Owners' additional	479		
expenses thereby incurred.	480		
(f) The Charterers shall be responsible for any actual or potential liability,	481		
expenses and/or payment of any potential liabilities caused or incurred	482		
within the obligation and any potential resulting therefrom, wherever	483		
whenever it may occur and including but not limited to the cost of	484		
such measures as are reasonably necessary to prevent or mitigate	485		
pollution damage, and the Charterers shall indemnify the Owners against	486		
any liability, cost or expense arising by reason of such actual or	487		
potential liability, expenses and/or payment.	488		
(g) The Vessel shall not be off-hire as a consequence of giving such	489		
assistance, or effecting repairs under sub-paragraph (f) of this clause,	490		
and time taken for such repairs shall not count against time	491		
chartered under Clause 11 (c).	492		
(h) The Charterers shall indemnify the Owners against any liability, cost	493		
and/or expenses whatsoever in respect of any loss of life, injury, damage	494		
or other loss to person or property whatsoever arising from such	495		
assistance			
16. Lien	496		
The Charterers shall have a lien upon all cargoes for all claims against the	497		
Charterers under this Charter Party and the Charterers shall have a lien on the	498		
Vessel for all services paid in advance and not earned. The Charterers will not	499		
suffer any pre-emption to be conferred, any law or circumstances rights by them	500		
or their agents, which might have priority over the lien and interest of the	501		
Owners in the Vessel. Except as provided in Clause 12, the Charterers shall	502		
notwithstanding and hold the Owners harmless against any loss of whatsoever	503		
nature arising upon the Vessel during the Charter Period while ship is under	504		
the control of the Charterers, and against any claims against the Owners	505		
arising out of the operation of the Vessel by the Charterers or out of any	506		
neglect of the Charterers in relation to the Vessel or the operation thereof.	507		
Should the Vessel be arrested by actions of detention or being seized out of her	508		
operation hereunder, unless brought about by the act or neglect of the	509		
Owners, the Charterers shall at their own expense take all reasonable steps to	510		
ensure that within a reasonable time the Vessel is released and at their own			
expense put up bar to secure release of the vessel			
17. Sublet and Assignment	511		
(a) Charterers - The Charterers shall have the option of subletting, assigning	512		
or leasing the Vessel to any person or company not competing with the	513		
Owners, subject to the Owners' prior approval which shall not be	514		
unreasonably withheld, upon giving notice in writing to the Owners, but the	515		
original Charterers shall always remain responsible to the Owners for the	516		
performance of the Charter Party and co-signatories of the papers or company			
issuing such subletting, assigning or lease shall be deemed co-signatories of the			
Charterers for all the purposes of this Charter Party. The Owners make it a			
condition of such consent that subletting here shall be paid as agreed			
between the Charterers and the Owners hereby agreed to the sailing and			
period of any intended service of the Vessel. Reimbursement the following the			
Charterers shall have the right to sublet the Vessel to an affiliated company of the			
Charterers without the prior written consent of the Owners.			
(b) If the Vessel is sublet, assigned or leased to maintain its anchor	526		
standing under the Charter Party, it shall be a condition of the sublet, assign or	527		
lease by the Charterers, that a daily payment to the Owners in the amount of	528		
stated in Box 20 or per rate shall be paid for the period between departure for	529		
such operations and return to her normal duties for the Charterers	530		
(c) Owners - The Owners may not assign or transfer any part of the Charter	531		
Party without the written approval of the Charterers, which approval shall not	532		
be unreasonably withheld.	533		
Approval by the Charterers of such subletting in assignment and not relieve	534		
the Charterers of their responsibility for due performance of the part of the	535		
services which is sublet or assigned.	536		
18. Substitute Vessel	537		
The Owners shall be entitled at any time, whether before delivery or at any	538		
time to substitute the Charter Party, to provide a substitute vessel, which complies	539		
with the requirements of Annex A, subject to the Charterers' prior approval which	540		
shall not be unreasonably withheld. This provision also applies to the event during the term of this Charter the Charterers request			
the Owner to provide a substitute vessel.			
19. War	541		
(a) Unless the consent of the Owners be first obtained, the Vessel shall not be	542		
ordered for service to any port or place, or on any voyage not be used on	543		
any service which will bring the Vessel within a zone which is dangerous as a	544		
result of any actual or threatened act of war, war, hostilities, rebellion,	545		
insurrection, acts of piracy or of civil or political disturbances against this or	546		
any other vessel or its cargo by any person, body or state whatsoever.	547		
(b) In the event of actual or threatened acts of war, civil or political disturbances, or	548		
insurrection, civil or political disturbances, or insurrection, civil or political	549		
disturbances, the Charterers shall be responsible for the loss of or damage to	550		
any cargo or other property on board the Vessel, and shall be responsible for the	551		
loss of or damage to any cargo or other property on board the Vessel, and shall	552		
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PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

Notwithstanding the terms of Clause 71 there shall be paid for all time lost including any lost owing to loss of or damage to or injury to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks

21. General Average and New Jason Clause
 General Average is a principle of maritime law which requires that all parties to a voyage share the loss of a common adventure.

General Average shall be adjusted and settled in London unless otherwise stipulated in Rule 31, of the York/Antwerp Rules, 1924, as they be amended. Here shall not contribute to General Average, Should adjustment be made in accordance with the law and practice of the United States of America, the following proceeds of cargo claims:

"In the event of accident, capture, damage or disaster before or after the commencement of the voyage, including any coupled circumstances, whether due to negligence or not, fire, wreck, or for the consequences of theft, the Owners are not responsible, by statute, contract or otherwise, the cargo, equipment, cargoeses or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a sailing vessel is damaged or captured by the Owners, although she be lost for as long as the said sailing vessel or vessels belonged to strangers, such damage as the Owners, or their agents, may incur in order to cover the enhanced contribution of the cargo and pay salvage and special charges thereon shall, dependent, be added by the cargo, shipper, consignee or owner of the cargo to the Owners before delivery."

21. Both-to-Benefit Collision Clause
 100% of the value of the property involved in the collision is payable to the insured.

If the Vessel comes into contact with another ship as a result of the negligence of the other ship and/or its crew, respect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the vessel, the Charterers shall indemnify the Owners against

on loss or liability to the owner or non-carrying ship or her owners in respect of such loss or liability whatever kind of damage to or injury claims whatsoever of the owners of any goods carried under this Charter Party paid or payable by the owner or non-carrying ship or her owners in the event of the said goods and/or del-ail, occupied or impounded by the other or non-carrying ship or her owners on part of their claims against the vessel of this Charter. The foregoing provisions shall also apply where the stevedores, operators or those in charge of any ship or cargo or cargo claims, either direct or in addition to the carrying ship or objects are at least in respect of a collision or contact.

2.3 Structural Alterations and Additional Equipment

The Charterers shall have the option of, at their expense, making structural alterations to the Vessel to installing additional equipment with the written consent of the Owners which shall not be unreasonably withheld but unless otherwise agreed the Vessel is to be redelivered painted, at the Charterers' expense, in her original condition. The Vessel is to remain on hire during any period of these alterations or maintenance. The Charterers, unless otherwise agreed, shall be responsible for repair and maintenance of any such alterations or additional equipment.

24. Health and Safety

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterer's Instructions as may be appended hereto. See Annex D

24 Taxes

Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.

In the event of change in the Acts of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, this shall be adjusted accordingly.

2A. Early Turbulence

(d) For Charitable Contribution - The Charitable may terminate the Charitable Party at any time by giving the Charitable written notice as stated in Box 15 and by paying the settlement stated in Box 12 and the distribution charges stated in Box 14, as well as 15% or other payments due under the Charitable Party.

(d) For Cause - If either party becomes unaware of the occurrence of any event described in this Charter that party shall so notify the other party promptly in writing and in any case within 3 days after such information is obtained. If the occurrence has not occurred within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:

(d) **Participation** - If the government of the State of Indiana under the flag of the United States, or any agency thereof, participates for five or six or seven years in possession of the United States during the Charter Period

(e) **Confederation** - If any government, individual or group, whether or not purporting to act on a government or on behalf of any government, confederates, repudiates, expeditors, secret or otherwise takes possession of the United States during the Charter Period.

(b) *Bankruptcy*. - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it ceases to pay or ceases to carry its business.

(iv) Loss of Vessel - If the Vessel is lost, actually or constructively, or sinking, indicates that Owners provide a substitute vessel pursuant to Clause 10. In the case of re-emption, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the vessel going ashore to such loss. If the date of loss cannot be ascertained, the Vessel is sinking, payment of Hire shall cease upon the date the Vessel was last reported.

(v) **Breakdowns** - If, at any time during the term of this Charter Party, a breakdown of the Owners' expenses or Vessel results in the Owners' being unable to perform their obligations hereunder for a period exceeding that stated in **Box 32** unless the Owners provide a substitute Vessel pursuant to **clause 18**

812 (iv) Force majeure - If a force majeure condition as defined in Clause 27
813 prevails for a period exceeding 14 consecutive days
814 Default - If either party is in repudiatory breach of its obligations
815 hereunder,
816 Transmission as a result of any of the above mentioned causes shall not relieve
the Charterers of any obligation for hire and any other payments due.

618 37. **Porta Majstafa**

610 Neither the Omeas nor the Omeasians shall be liable for delay, damage or
611 delay or failure in performance hereunder resulting from any force majeure
612 event, including but not limited to acts of God, fire, riot, strike of the elements,
613 war, rebellion, war (including civil war), volcanic action, law action,
614 resupplying control strike, piracy, theft war or hostile action, strikes or
615 differences with customers (including the disputes relating apply to the Omeas
616 or the Omeasians' employees, acts of the public enemy, incident or strike law),
617 and any impediment of any governmental authorities leading or resulting
618 in suspension or delay of any vessel gear, equipment or other facilities
619 mentioned previously or not mentioned in a governmental act, and any
620 other cause beyond the reasonable control of either party which renders
621 continuation of operations impossible.

22. Monks and heretics

533 Helices and trophies required to be given under this Chapter Party shall be
534 given in writing to the addressee stated in Boxes 24, 35 and 36 as appropriate.

29. Black (continued)

6-38 If the vessel drifts and becomes a wreck and an obstruction to navigation and
6-39 has to be removed upon request by any competent authority having
6-40 jurisdiction over the area where the wreck is placed, the Owners shall be
6-41 liable for any and all expenses in connection with the raising, removal,
6-42 destruction, lighting or marking of the wreck;

842 3a. Confidentiality

601 All information or data obtained by the Company in the performance of this
602 Charles Parly is the property of the Company. In confidence and effect not be
603 disclosed without the prior written consent of the Company. The Company
604 shall use their best efforts to ensure that the Company, any of their
605 sub-contractors, and employees and agents thereof shall not disclose any
606 such information or data

31. Law and Application

(4) The Central Party shall be composed by Singapore law and any dispute arising out of this Central Party shall be referred for arbitration in Singapore, the arbitrator being appointed by each party, in accordance with the Arbitration Acts 1980 and 1925 or any statutory modifications or re-enactment thereof and the award shall be binding on both parties. In the event of any dispute arising out of the writing of the other party's arbitration, each party shall appoint two arbitrators within 14 days, failing which the arbitrator already appointed shall act as sole arbitrator. If two arbitrators properly appointed shall not agree, they shall appoint an umpire whose decision shall be final.

7. (d) Should any dispute arise out of this Charter Party, the matter in dispute

shall be entitled to three packets of New 22's to be supplied by each of the participants, and the third by the two so chosen; their selection of each of these three shall be final, and for purposes of obtaining any second, the agreement may be made a part of the Cypriot. The subscribers shall be members of the Society of the Sons of the American Revolution, Inc. of New York, and the proceedings may be conducted at the discretion of the Board of Directors.

(c) Any dispute arising out of the Charter Party shall be referred to arbitration at the place stated in Doc. 23 subject to the law and procedures applicable there.

1957
006
*) ~~Article 33 in PART I is not filed in: sub-clause (a) of this Clause shall apply~~
~~for the purpose of the following: state - consequences applied in Dec 33 -~~

32. Entire Agreement

071 This is the basic agreement of the parties, which supercedes all previous
written or oral understandings and which may not be modified except by a
072 written amendment signed by both parties.

23. **Survivability-Related**

§ 75 If any portion of this Charter Party is held to be invalid or unenforceable for
§ 76 any reason by a court or governmental authority of competent jurisdiction,
§ 77 then such portion will be deemed to be stricken out and the remainder of this
§ 78 Charter Party shall continue in full force and effect.

24. **Describe**

001 Nothing herein contained shall be construed as creating a lien in favor of the
002 Vessel in the Charterparty

35. Defendant's

"Well" is defined for the purposes of this Charter Party as the time required to drill, test, complete and/or abandon a single borehole (including any side-track thereof)

"Offshore unit" is defined for the purposes of this Chapter Partly as any vessel, complete installation, structure, apparatus, device and used in offshore exploration, exploitation, processing or support, exploitation or production.

Witnesses shall be competent for the purposes of this Charter Party in the area within three statute miles of an "offshore unit" in or to which the Charterers are requested to take their Vessel by the Charterparty.
"Employees" is defined for the purposes of this Charter Party as employees; directors, officers, servants, agents or freelance

39. **Headline**

The headings of the Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of the Charter Party.



ANNEX "A" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated 10 November 2003



VESSEL SPECIFICATION
Please refer to vessel specification attached

1 General

- (a) Owner: Name: _____
Address: _____
- (b) Operator: Name: _____
Address: _____
- (c) Vessel's Name: _____ Builder: _____
- (d) Year Built: _____
- (e) Type: _____
- (f) Classification/ Society: _____
- (g) Flag: _____
- (h) Date of rx schd DD: _____

2 Performance

- (a) Certified Bollard Pull (Tonnes) _____
- (b) Speed/consumption (non-towing)
(Approx. Daily Fuel Consumption)
(Fair Weather)
- | | | |
|-------------------------|-----------------|--------------|
| Max Speed: _____ | Kts (app) _____ | Tonnes _____ |
| Svc Speed: _____ | Kts (app) _____ | Tonnes _____ |
| Sby (M/E secured) _____ | | Tonnes _____ |
- (c) Approx Towing/Working Fuel Consumption
Engine Power 100% Tonnes _____
- (d) Type(s) and Grade(s) of fuel used: _____

3 Dimensions and Capacities/Discharge Rates:

- (a) LOA _____ Breadth _____ Depth _____
Max draught (m) _____
- (b) Deadweight (MT): _____
- | | Discharge Rate | |
|-----------------------|----------------|----------|
| (c) Cargo FO _____ | l/r at _____ | Hd _____ |
| (d) Drill water _____ | l/r at _____ | Hd _____ |
| (e) Potable _____ | l/r at _____ | Hd _____ |
| (f) Dry bulk _____ | l/r at _____ | Hd _____ |
| (g) Liquid mud _____ | l/r at _____ | Hd _____ |
- (max SG) _____
State type of recirculation system i.e. mechanical agitation, centrifugal pumps etc. _____
- (h) Cargo deck area: _____ Cap (mt): _____
L (m) x B (m): _____
Load bearing cap: _____
- (i) Heavy weight brine (m³/barrels): _____
(max SG): _____ l/r at _____ Hd _____

4 Machinery

- (a) BHP/M/E: _____
- (b) Engine builder: _____
- (c) No. of Engines/type: _____
- (d) Generator: _____
- (e) Stabilisers: _____
- (f) Bow Thruster(s): _____
- (g) Stern Thruster(s): _____
- (h) Propellers/rudders: _____
- (i) No. & press rating of bulk compressors: _____
- (j) Fuel oil metering system: _____

5 Towing and Anchor Handling Equipment

- (a) (i) Stern Roller (dim): _____
- (ii) A/H towing winch: _____
- (iii) Rig chain locker cap (linear feet of 3" chain) _____
- (iv) Tugger winches: _____
- (v) Chain stopper make/type: _____
- (b) (i) Towing wire: _____
- (ii) Spare towing wire: _____
- (iii) Work wire: _____
- (iv) Spare work wire: _____
- (v) Other A/H eqpm (eg Pelican hook/shackle/stretchers etc) _____

6 Radio and Navigation Equipment

- (a) Radio
Single side band: _____
VHF: _____
Satcom: _____
- (b) Elec Nav Eqpm: _____
- (c) Gyro: _____
- (d) Radar: _____
- (e) Autopilot: _____
- (f) Depth sounder: _____

*Multipurpose Tanks yes/no: _____



p10

(continued)

ANNEX "A"

VESSEL SPECIFICATION
Please refer to the specification attached

<p>7 Fire Fighting Equipment</p> <p>(a) Class (FF1, FF2, FF3, other): _____</p> <p>(b) Fixed: _____</p> <p>(c) Portable: _____</p>	<p>10 Additional Equipment</p> <p>(a) Mooring Equipment: _____</p> <p>(b) Joystick: _____</p> <p>(c) Other: _____</p>
<p>8 Accommodation</p> <p>(a) Crew: _____ (b) Passengers: _____</p>	<p>11 Standby/Survivor Certificate Yes/No</p> <p>Nos: _____</p>
<p>9 Galley</p> <p>(a) Freezer space (m³): _____</p> <p>(b) Cooler (m³): _____</p>	





MARINE SDN BHD (196370-K)
A MEMBER OF SAPURA GROUP OF COMPANIES



NAME
SARKU SAMUDERA

YEAR BUILT
Built in 1983

OWNER/ OPERATOR
Sarku Marine Sdn Bhd

CLASSIFICATION
American Bureau of Shipping (ABS) Class A1 Barge

FLAG/ REGISTRATION
Malaysia / Kuching

LIVING ACCOMMODATION
Fully air-conditioned for 210 personnel



CRANAGES

Main Crane - Anchor 11700 Padezal crane, Rated capacity 116 MT @ 1.5m (200) radius. Boom Length (5.71m (180 ft))
Operation Crane - FMC Link Belt ABS 100 B Padezal crane rated capacity 22 MT @ 1m (200) radius. Boom length 24.4 m (80 ft)

DIMENSIONS

Overall Length 102.7m
Length at waterline 85.3 m
Breadth 21.3 m
Depth at main deck 11.6 m
Draught (maximum loadline) 1.5 m

DECK SPACE

Uninterrupted Clear Deck Space 900 m²

TANK CAPACITY

Portable Water 700 MT
Fuel Oil 824 MT

MOORING SYSTEM

8 Point Mooring
Drum / Winches - Four (4) each BRUSSONNEAU & LOTZ Double drum
Electrically driven 85 KW-440 volts - 60 Hz and Monitor by CCTV System
Anchor - Eight (8) each STEYFRIS 7,000kg
Anchor Wires - Galvanized, size 57mm Length: Approximated 1,638 m

MACHINERY

Main Generator - Two (2) unit CATERPILLAR D398 BC
Emergency Generator - GENERAL ELECTRIC AC Generator 275 Kw / 340 Kva
Personnel Equipment
One (1) Water Maker ATLAS DENMARK, capable of producing 600 lpm of potable water.
One (1) Aqua Chem S-300, capable of producing max. 20 tons per day.
Three (3) units Air Compressors INGERSOLL RAND Capacity 330 cfm @ 125 psi
One (1) unit Hamworthy Oil/Water Separator capable of treating 2.5 cu.m/hr @ 15ppm

LIFE SAVING

Life Rafts Two (2) unit totally enclosed WATERCRAFT, Capacity 60 men each, Davit Type SCRAM WATERCRAFT
Life Rafts Twelve (12) units at main deck level. Capacity 23 men each
Life Jackets USCG approved life jackets; 420 pieces
Breathing Apparatus (BSA/SCBA) 12 units
Personnel Buoy Two GRILLY PUGH 72" diameter personnel transfer basket

SAFETY EQUIPMENT

Fire, Gas Detection & Alarms
Heat Sensor located in the engine room, mud pump room, MCC room, paint locker, galley
Smoke Detectors located in the accommodation, MCC room, store room, galley
Alarm Panel - Fire alarm panel located in radio room
Fire & Gas Detection - Fire alarm control panel - Reserve marked THORN Model - T 1000

Fire Fighting Equipment

Firewater Main 20 stations are distributed throughout the barge
CO₂ Protection The emergency gaspacer room, engine room, control room and paint lockers are protected by CO₂ System.
Sprinkler System The Helideck area is protected by Foam System
Water sprinkler network of pipes is filled with pressurized water at accommodation area.
Portable Fire Extinguishers Different types of extinguishers are distributed throughout the vessel as per regulation
Fire Suit 2 located on the Helideck

COMMUNICATION EQUIPMENT

2 International Marine VHF SSB
1 Satellite Communication INMARSAT
1 Radar
Telephone (Internal) Forty four (44) Detention-Chimes in use
PA System 2 x ICOM HF-SSB Radio
VHF Marine 2 x ICOM VHF radio
Transceiver Rx 156 - 163 Mhz, Tx 156 - 157 Mhz
Others: Air Sea Radio, Fax machine

HELIDECK

27.4 m x 21.3 m Steel Deck and capable of supporting S-61N Helicopter

Design and construction of this vessel are subject to the control law and regulations

Head Office, Kuala Lumpur

Tingkat Sata, Bangunan Sapura, Jalan Enggang, Ulu Klang S4200, Kuala Lumpur, Malaysia

Tel : 083-4257 8182 Fax : 083-4257 8146 E-mail: sarku@po.jaring.my

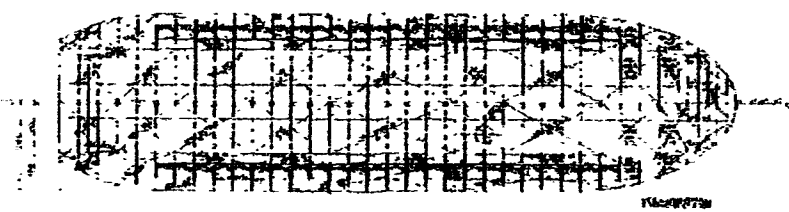
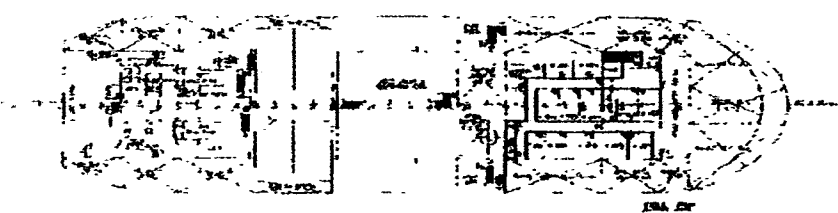
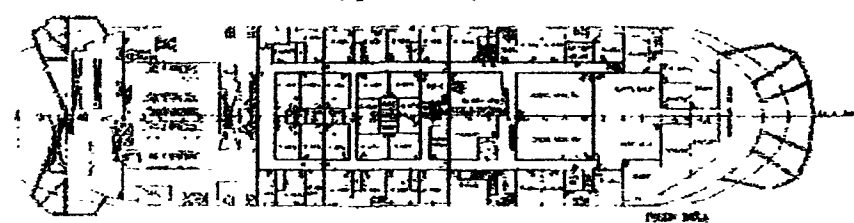
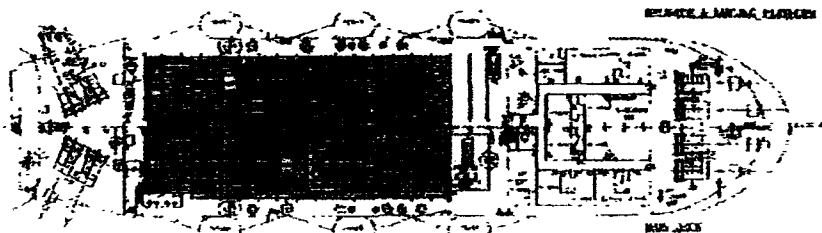
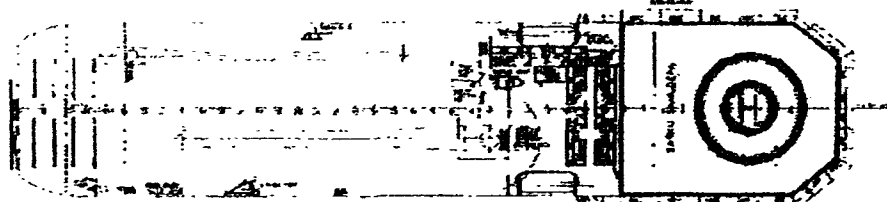
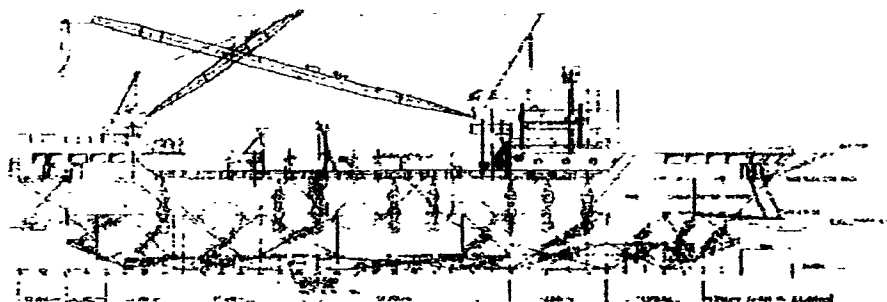
Operation Office, Miri, Sarawak

2nd Floor, Lot 806, Block 4, Bgn. BPPany MCLD, Plateau Industrial Estate, P.O.Box 1318, 98008 Miri, Sarawak, Malaysia

Tel : 6085-661122 Fax : 6085-661133 E-mail: sarku@po.jaring.my



GENERAL ARRANGEMENT



SARKU SAMUDERA



ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated 10 November 2003



INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) Marine Hull Insurance. - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. - Protection and Indemnity or Marine Liability Insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or USD6 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towing liability (unless carried elsewhere).
- (3) General Third Party Liability Insurance. - Coverage shall be For:
Bodily Injury per person
Property Damage per occurrence
- (4) Workmen's Compensation and Employer's Liability Insurance for Employees. - Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. - Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law
Property Damage In an amount equivalent to single limit per occurrence
- (6) Such other insurances as may be agreed.



**ADDITIONAL CLAUSES
SUPPLYTIME 89 UNIFORM TIME CHARTER PARTY
FOR OFFSHORE SERVICES VESSEL**

Between Charterer : TAC-PERTAMINA, PT. Patalahan Arnebatara Natuna
and Owner : PT. Jawa Tirtamarin
Per contract Ref. No. : JT/SPLT/01/X/2005
Name of Vessel : AWB. "SARKU SAMUDERA"

37. All communication including e-mail shall be charged at cost plus 10% including handphone, satellite, email and fax. Vessels email system may not be used without prior permission of the officer of the watch.
38. Potable water, fuel and lubricant oil shall be charged at cost reimbursable OR Charterer's supply.
39. All permits, licenses, pilotage, assist tug, port disbursement, permission etc shall be arranged by Charterer with full support from Owner. Vessel shall continue on hire in the even of any delay resulting therefrom. Charterer's liability insurance should be for Charterer's account.
40. Garbage removal and food supply run shall be provided by the Charterer free of charge.
41. Visa for crews and all offshore transportation for crew change shall be arranged by and be to Charterer's account.
42. Any modifications required to be made to the vessel by Charterer prior to or during the chartering period shall be reinstated by Charterer whilst vessel remain on hire.
43. All rates quoted are inclusive withholding tax 1.2% and excluding VAT.
44. Terms of payment :
 - a. Charter Hire
 - Fifteen (15) days payment in advance when signing contract
 - Fifteen (15) days payment in advance when AWB "Sarku Samudera" arrives at job location (Natuna)
 - The rest of payment should be paid every 15 (FIFTEEN) days in advance.
 - b. Mobilization Cost
The amount of USD 23,000.00 for Mobilization cost should be paid when signing contract.
 - c. Demobilization Cost
The amount of USD 23,000.00 for Demobilization cost should be paid when vessel Off Hired
 - d. Payment of bunkers :
Immediate upon receipt of invoice

